

available to the other party on a non-confidential basis and not in contravention of applicable law from any third party source, or (C) the other party is ordered or required to disclose by any applicable law or competent judicial, governmental or other authority. This Section 14 shall survive the expiration of the Term or any renewed or extended term hereof or earlier termination of this Agreement.

SECTION 15. MISCELLANEOUS.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may be assigned or transferred by Morrell to any successor or transferee of Morrell's applicable business or affairs. It may not be otherwise assigned or transferred by Morrell, or assigned or transferred by Producer, without the prior written consent of the other party.

(b) The provisions contained herein, and in any addendum hereto executed by the parties hereto, constitute all of the terms and conditions of this Agreement and supersede any and all prior agreements and understandings, written or oral. No changes or additions hereto shall be binding upon either party unless in writing and signed by an authorized representative of each party.

(c) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration according to the rules, then obtaining, of the American Arbitration Association or such other rules as it may designate. The American Arbitration Association is hereby authorized to make arrangements for any such arbitration to be held under such rules in Cincinnati, Ohio, unless the parties hereto agree upon some other location for the arbitration. This Agreement to arbitrate shall be enforceable, and the judgment upon any award rendered by all or a majority of the arbitrators may be entered, in any court of any country having jurisdiction.

(d) This Agreement, the relationship of the parties, and all of their respective rights and obligations shall be construed and interpreted in accordance with the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof.

(e) Each of the parties to this Agreement represents that it has full authority to enter into and perform all of its obligations under this Agreement.